

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
NORTHERN DIVISION

JUDY GRIMES

PLAINTIFF

v.

CIVIL ACTION NO. 3:14-CV-00246-DPJ-FKB

OXFORD LAW, LLC, and CUZCO CAPITAL
INVESTMENT MANAGEMENT, LLC

DEFENDANTS

MOTION FOR DAMAGES AND ATTORNEY'S FEES

Comes now the Plaintiff, Judy Grimes, by and through counsel, and files this Motion for Damages and Attorney's Fees against Defendants, Oxford Law, LLC, and Cuzco Capital Investment Management, LLC, and would show unto to the Court the following, to wit:

1. On March 21, 2014, Plaintiff filed her Complaint against Oxford Law, LLC, and Cuzco Capital Investment Management, for breach of fiduciary duty, conversion, fraud, negligence, misrepresentation, and other such conduct which is so egregious as to entitle the Plaintiff to punitive damages.

2. This suit was filed in this Court pursuant to 28 U.S.C. §1332, in that the parties herein are citizens of different states. Plaintiff has asserted herein causes of action under state laws which are allowed to be brought within the supplemental jurisdiction of this Honorable Court pursuant to 28 U.S.C. §1367.

3. Thereafter, process was served on the Defendant Oxford Law, LLC on April 25, 2014 and on Defendant, Cuzco Capital Investment Management, LLC, on April 28, 2014.

4. Neither Defendant entered an appearance in this matter or answered the complaint in the time allowed under the Federal Rules of Civil Procedure.

5. On June 24, 2014, the Plaintiff filed a Motion for Entry of Default against the Defendants.

6. On June 24, 2014, the Clerk of this Court Entered a Default as to Defendants, Oxford Law, LLC, and Cuzco Capital Investment Management, LLC.

7. On July 2, 2014, the Plaintiff filed a Motion for Default Judgment as to Defendants, Oxford Law, LLC, and Cuzco Capital Investment Management, LLC.

8. As of the date of filing of this motion, neither Defendant has entered an appearance in this matter or even attempted to otherwise defend.

9. That the Plaintiff, Judy Grimes, would show that and will testify to at a hearing on damages, as follows:

a) Plaintiff received initial dunning correspondence dated February 12, 2013 from the Defendant Oxford Law demanding payment of (\$2,149.90) for their client, Defendant Cuzco Capital Investment Management, on a debt for which the original creditor was Capital One Bank who sold or otherwise transferred said debt to the Defendants.

b) Plaintiff subsequently telephoned the Defendant Oxford Law and spoke to a representative of same using the real, or desk, name of "Ollie Day", who told Plaintiff that if she would make a payment of (\$100.00) on that day followed by (\$500.00) the next Monday, February 18, 2013, then Plaintiff's payoff balance with Oxford Law would be (\$1,200.00).

c) Plaintiff was further instructed by Ollie Day of Oxford Law that

after making the (\$500.00) payment on February 18, 2013, Plaintiff could thereafter make a (\$100.00) payment on the fifteenth (15th) of each month until the remaining payoff balance of (\$1,200.00) was paid.

d) That Plaintiff accepted the payment terms offered by Ollie Day and, in reliance thereon, provided him with her debit card account information with authorization for him to take the (\$100.00) payment followed by a one-time (\$500.00) payment on February 18, 2013.

e) That on February 19, 2013 one or more of the Defendants caused to be presented Plaintiff's bank for payment of the agreed upon (\$100.00) which was paid by Plaintiff's bank to one or more of the Defendants.

f) That on February 25, 2013 one or more of the Defendants again caused to be presented to Plaintiff's bank for payment of (\$600.00), rather than the (\$500.00) Plaintiff had agreed to, which was paid by Plaintiff's bank to one or more of the Defendants.

g) Plaintiff called Defendant Oxford Law on March 15, 2013 as she had agreed to do to make her monthly payment of (\$100.00) and, again, spoke to Ollie Day who advised Plaintiff that her balance owed was now (\$400.00).

h) That on March 15, 2013 one or more of the Defendants caused to be presented to Plaintiff's bank for payment of the (\$100.00) authorized by Plaintiff which was paid by Plaintiff's bank to one or more of the Defendants.

i) Then, without any authority to do so, on March 27, 2013 one or more of the Defendants caused Plaintiff's bank account to be twice debited, first for (\$749.40), then again that same day for (\$600.00).

j) That neither payment to one or more of the Defendants of (\$749.40) and (\$600.00) had been authorized by Plaintiff nor were the payments consistent with the agreement Plaintiff had made with Defendant Oxford Law the previous month.

k) That Plaintiff contacted Ollie Day upon learning of the unauthorized debits of her bank account and was told by him that the funds would be returned to her bank account.

l) On April 2, 2013 Plaintiff again called Oxford Law regarding the whereabouts of her stolen money and was told by a representative of same using the real, or desk, name of “Jacob”, that it could take up to ten (10) days for her money to be returned to her bank account.

m) That after ten (10) days had passed without the return of her money from the Defendants, the Plaintiff called Defendant Oxford Law for what was now the third-time and was, incredibly, told that her account with Defendant Oxford Law had been “paid in full” and, moreover, that she would not be getting any money back from them.

n) Plaintiff subsequently called Defendant Oxford Law and spoke to “Jacob” again who, this time, told Plaintiff that she would get her money back but that it could take thirty (30) days for that to happen.

o) That with the expiration of the thirty (30) days that Plaintiff had been advised by “Jacob” to wait for the return of her money, and no money have been returned to her, the Plaintiff called Defendant Oxford Law for what was now the fifth-time on May 21, 2013 and again spoke to “Jacob”.

p) That “Jacob” told Plaintiff during their May 21, 2013 telephone call that Ollie Day had lost his job at Oxford Law and there was simply nothing they could do to help her with the return of her money.

10. The conduct of the Defendants as shown herein and testimony to be given by the Plaintiff at a hearing to determine damages clearly shows that Defendant, Oxford Law, LLC, breached its fiduciary duty to Plaintiff. The actions and conduct of both Defendants show that they wrongfully converted Plaintiff’s money to their own use and committed fraud against the Plaintiff. Further, Defendant, Cuzco Capital Investment Management, LLC was grossly negligent in assigning and/or transferring Plaintiff’s debt to Defendant, Oxford Law, LLC who made gross misrepresentations to Plaintiff. The conduct of the Defendants in this matter is so egregious as to entitle the Plaintiff to punitive damages.

11. Plaintiff has incurred attorney’s fees in this matter and as the Defendants’ conduct in this matter is so egregious as to rise to the level that supports an award of punitive damages, Plaintiff should be awarded attorneys’ fees. The Attorney Affidavit of undersigned counsel regarding attorney’s fees is attached hereto as Exhibit “A”.

12. Furthermore, for all of the reasons set forth herein and set forth in the accompanying Memorandum Brief in Support of Plaintiff’s Motion for Damages and Attorney’s Fee, Plaintiff would respectfully show that she is entitled to the relief requested.

WHEREFORE, PREMISES CONSIDERED, Plaintiff, Judy Grimes, prays that upon a hearing to determine damages in this matter upon this Motion for Damages and for Attorney’s Fees with her Motion for Default Judgment, this Honorable Court will

enter a default judgment against the Defendants for all reasonable damages sustained by her including, but not limited to, compensatory damages, out-of-pocket expenses, inconvenience, loss of incidental time, frustration, emotional distress, mental anguish, and for punitive damages, attorneys' fees, and court costs, and all other assessments proper by law and any an all other applicable federal and states laws, together with interest thereon from the date of judicial demand until paid.

Plaintiff prays for other such relief, specific or general, as may be deemed proper by this Court in this matter.

Respectfully submitted,

JUDY GRIMES, Plaintiff

BY: s/ JOSEPH PATRICK FRASCOGNA
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